

## **NE 36<sup>TH</sup> STREET INTERCHANGE PROJECT**

### **UTILITY INSTALLATION AGREEMENT WITH COST REIMBURSEMENT**

#### **BETWEEN THE CITY OF ANKENY AND QWEST COMMUNICATIONS**

WHEREAS, the City of Ankeny, Iowa, hereinafter referred to as "City", and Qwest Communications Inc., hereinafter referred to as "Qwest", and collectively hereinafter referred to as "the parties", desire to enter into an agreement to facilitate the construction of utility improvements as part of the NE 36<sup>th</sup> Street Interchange project; and

WHEREAS, the City of Ankeny has completed the design of the NE 36<sup>th</sup> Street Interchange Project (hereinafter referred to as the "Project") and is preparing to construct the interchange on Interstate 35; and

WHEREAS, there are existing utilities located within the NE 36<sup>th</sup> Street right-of-way. These existing utilities, which cross Interstate 35 along the south side of NE 36<sup>th</sup> Street, will need to be relocated and/or removed and replaced as part of the construction. According to the franchise agreement currently contained in the Ankeny Municipal Code, the costs associated with the relocation of the Qwest facilities within the right-of-way are the responsibility of Qwest ; and

WHEREAS, Qwest agrees to pay their proportionate share of the costs associated with the installation of new conduits that will be constructed as part of the Project and will be reserved or utilized by Qwest upon project completion. The installation of the conduits include, but are not limited to, trenching, boring, placing conduits of the size specified by Qwest, backfilling, fittings, elbows, locator wiring, pull ropes, and surface restoration. The conduits shall be placed by two methods: 1) open trench; and 2) directional boring; and

WHEREAS, Qwest's proportionate share of the conduits, based on diameter of all conduits planned for installation, shall be 15.4% of the total cost of all utility conduits placed as follows:

Conduit Owner	Conduits	Percentage
City of Ankeny	Four 2" Dia. Conduits	30.8%
Ankeny Comm. Schools	One 2" Dia. Conduit	7.7%
MidAmerican Energy	One 4" Dia. Conduit and one 6" Dia. Conduit	38.4%
Iowa Network Services	One 2" Dia. Conduit	7.7%
Qwest	One 4" Dia. Conduit	15.4%

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. Undertakings of the City. The City agrees to include for Qwest the installation of a 4" diameter conduit as part of the NE 36<sup>th</sup> Street Interchange construction. Bidding documents will include unit prices for the conduits and associated improvements so that the portion of the project costs that will be paid by Qwest can be itemized.

2. Undertakings of Qwest. Based on the above proportionate share, Qwest agrees to reimburse the City for the actual cost of the said conduit and associated improvements. Actual cost will be based on the project quantities and unit prices which are part of the interchange construction contract.
3. Mutual Agreements Regarding Cost. Should unforeseen costs or change orders to the project occur, the parties agree to mutually determine the need for such change orders, and the corresponding allocation of those costs.
4. Request for Reimbursement and Payment. A request for reimbursement will be made by the City after completion and acceptance of the conduits and associated improvements. The reimbursement request will include supporting documentation. Qwest agrees to make payment within 90 days of receipt of the request.

DATED at Ankeny, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

APPROVED:

QWEST COMMUNICATIONS

By 

Trent M. Clausen  
Director of Operations  
Qwest

8/19/2010

APPROVED:

CITY OF ANKENY, IOWA

By \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
City Clerk